

URGENT: Requesting Terms & Conditions Printout from Loudly.com w/ Loudly's letterhead

1 message

Krista Dandridge-Barnett <kristadandridgebarnett@gmail.com>
To: support@loudly.com, creators@loudly.com, legal@loudly.com, press@loudly.com
Cc: Krista Dandridge-Barnett <kristadandridgebarnett@gmail.com>

Loudly.com

Friday | July 26, 2024 | 12:28am est

Greetings!... As a result of Loudly.com's website failing to register a proper printout -- rendering such print out, to a various degree, void -- I, hereby, request to Loudly.com to email me a properly formatted printout in PDF format to consist of **all** of the recordation and the archival record. Furthermore, such printout should include the Loudly and/or Loudly.com letterhead to give strong indication that such has been forwarded and approved by Loudly.com. **Your time is highly appreciated & Thanks ag**

The following has been cut & pasted directly from the Loudly.com website:



CAREFULLY READ THESE TERMS AND CONDITIONS. BY AGREEING TO USE THE SOFTWARE OR RELATED SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS AS SUCH TERMS MAY BE MODIFIED FROM TIME TO TIME AS DESCRIBED BELOW.

1. General

These General Terms and Conditions ("Terms and Conditions") apply to the use of this website (www.loudly.com) including Loudly's online music catalog : the "Service"), any software applications or access to any content or material made available by Loudly ("we", "company").

Please note that any and all use of the music provided within the Service will be subject to a separate License Agreement between you and Loudly which is available at [help@loudly.com](#). Your use of the Service constitutes your right to use and distribute the music. More information about the different licenses and subscriptions that Loudly offers can be found on the website or by contacting help@loudly.com.

Loudly reserves the right, subject to mandatory legal requirements for the use of general terms and conditions in at its full discretion, to modify these Terms and Conditions at any time. Such modification enters into force when published on the Service or communicated to you in any other appropriate manner. Your continued use of the Service after such modification is valid as consent thereto. Do check the website regularly to verify whether these Terms and Conditions or other documents referred to herein have been modified. If you do not accept to abide by these Terms and Conditions (or cannot comply with then) you may not use the Service or access any content.

WHEN VISITING OUR WEBSITE AND/OR USING THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THEREIN REFERRED TO DOCUMENTS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT VISIT THIS WEBSITE AND DO NOT USE OUR SERVICE.

The Service is provided by Loudly GmbH,10589, Quedlinburger Str. 1, Berlin, Germany ("Loudly").

2. The Service and General Limitations of Use

The Service is an online music creation software, audio editing software, Royalty-Free music catalog and Distribution provider, by which Loudly generates and / or makes available new or existing digital audio files (collectively as well as any part thereof "Content"). As a Distribution service, and via third-party providers, the Service manages both the release of digital audio files to audio streaming platforms as well as the collection and payout of royalty revenues. The usage of the Service and Content by the end User can be either as a standalone music file or used in combination with other media as specified under the terms and conditions set forth in the License Agreement.

The Service is available for entities and persons that have registered and created user accounts to the Service. In order to use the Service and access the Service, you will have to have the power to enter into a binding contract (i.e. be of mental capacity to enter into binding agreements) and not be barred from doing so under applicable law. If you are under 16 years old, or unable to solely enter into a binding agreement with Loudly, please contact help@loudly.com.

The Content may be amended at anytime by Loudly, with or without any notice to you. You accept that the Content that is available might not be available at any stage.

Content types and descriptions, such as genres, categories etc..., are provided for your convenience only and subject to Loudly's unique perspective and to be used to provide context.

You agree not to use or launch any automated system, including, without limitation, any robot, spider or offline reader that accesses the Service in a manner that generates more requests to Loudly or its servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard (not modified) web browser.

Access to Content & the Service via an Application Interface Program (API), when available, can be granted solely via a separate contract which will have its own terms and conditions, including limitations specified for the volume of requests made to the Service.

You agree to only download Content in accordance with the permissions and restrictions applicable to your account.

3. Your Account

In order to use the Service, you must create a personal account and register as a User by following the instructions that are further specified in the User registration form. Your account will contain basic account information including username and password. You are responsible for your username and password and should not give out your password to anyone else.

You may not select or use the identity of another person with the intent to impersonate that person. You must use a valid e-mail address and Loudly reserves the right to test and to verify this at any time. It is prohibited to agree with third parties upon the transfer, the utilization or the provision of accounts, resources or access to the Service.

You must notify Loudly immediately of any breach of security or unauthorized use of your Loudly account that you become aware of. You agree that you will be responsible for all activity that occurs under your Loudly account.

4. Free Trials & Payments

Some of our different Services require payment. If you have received a discount code or free offer/a free trial period provided by Loudly or from a third-party on behalf of Loudly for access to a paid Service, separate additional terms and conditions for such offers may also apply to the Service and you must agree to comply with such terms in order to be able to use the Service.

If you have been offered a free trial, Loudly reserves the right, in its sole discretion, to determine your eligibility for a trial, and if you're determined not to be eligible, we may modify the trial at any time with prior written notice. For some trials we require you to provide payment details to start the trial. At the end of such trial, and if not decided to terminate the agreement, Loudly will automatically start to charge for such provided Service.

5. Subscription & Cancellations

Your Loudly subscription begins at the time your order is processed and will continue for the length of time indicated when you signed up or placed your order. Your subscription will automatically renew at the end of each such consecutive subscription term without notice until you cancel. If you provided such cancellations, you may use your subscription until the end of your then-current subscription term, and your subscription will not be renewed after your then-current term expires.

You will pay monthly in advance the fees agreed upon when you signed or place your order for a Loudly subscription, and in cases where you have purchased an annual subscription, you are responsible for the entire annual subscription fees regardless of cancellation, except as provided in the next sentence.

Should there be a situation where you believe you have legitimate grounds and proof to justify a full or partial refund or in an instance where a credit to you is owed, please contact our customer support department at help@loudly.com and we will review your claim in a timely manner. You can cancel at any time by contacting us at [help@loudly](mailto:help@loudly.com) or via your account page.

6. Intellectual Property Rights

You may not use, transfer, display, perform or otherwise make the Content available except as expressly permitted under these Terms and Conditions and any applicable music License Agreement.

All content made available through the Service and on the website, including designs, text, graphics, pictures, videos, information, applications, software, and sound and other files, are the proprietary property of Loudly except where a User has uploaded their own musical or graphical works.

Except for the rights expressly granted to you in the applicable music License Agreement and in these Terms and Conditions, no right to the Service or the Content is assigned to you, and all rights, title and interest in the Service and the Content are reserved and retained by Loudly. Loudly does not, under any circumstances, transfer any right, title or interest in the Content to you other than the rights specified in the License Agreement.

7. Limitations on Use of Content

When generating new Content or downloading Content from Loudly's catalog, you hereby undertake not to claim ownership of any of the Content, including attempting to claim ownership directly or indirectly via YouTube's Content Identification system (Content ID). If it is found that YouTube has granted you Content ownership of our Content, you will be asked to modify and end this claim immediately within 24 hrs or face legal proceedings. Claiming ownership of the Content violates intellectual property rights and could result in criminal or civil penalties.

This restriction applies to the full-length, reformatted, or time-cut versions of the original audio file. This restriction is enforced to protect Loudly's intellectual property rights associated with the Content.

The distribution of Loudly audio tracks (the Content) by the User to music streaming platforms is only permitted via Loudly's Distribution service. Loudly's Distribution service can be purchased via the pricing page <https://www.loudly.com/music/pricing>.

8. Third Party Applications

The Service and website has integrations with third-party applications, websites and other services to make the Service and Content available to you as a User. These third-party applications may have their own terms and conditions of use etc., and your use of these third-party applications will therefore be subject to their applicable terms and conditions set out by such third-party providers. Loudly is not responsible or liable for behaviour, content or features of any third-party application.

9. Advertisement

You may separately have accepted to be exposed to commercial messages, newsletters and advertisement sent by Loudly when using the Service. If you do not wish to be notified about these offers or news you may always opt-out from such information by following the instructions in each notification which you receive.

10. Support

You will find answers to the most frequently asked questions about the Service on the website <https://www.loudly.com>. You are always welcome to contact email on help@loudly.com.

11. Privacy and Personal Data

Loudly process personal data about you and your use of the Service in accordance with Loudly's Privacy Policy applicable from time to time.

12. YouTube API Services

Loudly's API Client uses YouTube's API Services. If you are using our Service on YouTube, you hereby by agreeing to our Privacy Policy also certify that you have read and agree to YouTube's General Terms of Service and Google's Privacy Policy.

13. Service Level and Disclaimer

Loudly will make reasonable efforts to keep the Service operational. However, technical problems or maintenance may, from time to time, result in interruption of the Service.

Loudly is not responsible for unavailability or deficiencies of the Services caused by you, deficiencies in the Internet access or any other event beyond Loudly's control.

Loudly will from time to time carry out updates and maintenance of the Service, during which the Service might be unavailable.

THIS SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW LOUDLY MAKES NO WARRANTY, REPRESENTATION, EXPRESS OR IMPLIED, AND/OR DISCLAIMER AS REGARDS TO THE AVAILABILITY, FITNESS FOR PURPOSE, INFRINGEMENT, CONTENT OR OTHER DATA PROVIDED AND THE QUALITY OF THE SERVICE. YOU USE THE SERVICE AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT FREEDOM FROM PROGRAM ERRORS CANNOT BE OBTAINED IN THE SOFTWARE INDUSTRY. NEITHER LOUDLY NOR LOUDLY'S OWNER OF CONTENT WARRANTS THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS.

LOUDLY (INCLUDING, BUT NOT LIMITED TO, AFFILIATED COMPANIES AND THEIR CONTRACTORS, OFFICERS, DIRECTORS AND EMPLOYEES) SHALL, IN NO EVENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR ANY DAMAGES AS A CONSEQUENCE OF SHUTTING DOWN OR LOSS OF OR EFFECT ON DATA, LOSS OF PROFIT, AND CLAIMS FOR DAMAGES BY A THIRD-PARTY OR OTHER INDIRECT INJURY.

14. Indemnity

Upon request by Loudly, you agree to indemnify, defend and hold Loudly harmless (including, but not limited to, affiliated companies and their contractors, directors and employees) from all claims, liabilities and expenses (including reasonable attorney's fees) that arise from your misuse of the Service in a manner that does not conform to strict conformity with these Terms and Conditions.

Furthermore, Loudly reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification if you do not cooperate with Loudly in asserting any available defences.

15. Limitation

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO UNINSTALLANY SOFTWARE AND TO STOP USING THE SERVICE. WHILE LOUDLY ACCEPTS NO RESPONSIBILITY FOR THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD-PAF APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABL YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO LOUDLY, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD-PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALLAND/OR STOP USING ANY SUCH THIRD-PARTY APPLICATIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LOUDLY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIREC SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDI ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE AND/OR CONTENT, THIRD-PARTY APPLICATIONS, OR THIRD-PAF APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER LOUDLY HAS BEEN WARNED OF THE POSSIB THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (3) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING T SERVICE, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO LOUDLY D THE PRIOR TWELVE MONTHS IN QUESTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.

16. Term and Termination

The Agreement shall expire upon termination by the User, taking into account the ordinary notice period pursuant to Section 6.1. of the Terms of Use.

Loudly may terminate the Agreement at any time without notice if the User has breached any provision of the Agreement, in particular if the User has breac provision in section 3.2.f) or 3.6.2 d). This shall not affect the assertion of claims for damages.




17. Partial Invalidity

If any provision of these Terms and Conditions shall be invalid or unenforceable, at any time or to any extent, then the remainder of these Terms and Condi not be affected thereby. Each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

18. Additional Information or Questions

If you would like to receive further information regarding the Terms and Conditions, you are more than welcome to contact us via the contact details provide

Loudly GmbH
help@loudly.com
Quedlinburger Str.1
10589 Berlin
Germany

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~**Respectfully,**
Krista Dandridge-Barnett

~**CONFIDENTIAL DISCLOSURE**

This email and all contained herein and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the Syst CONFIDENTIAL INFORMATION and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute, or copy this email. Please notify the sender immediately by email if you hav Immediately. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance of the contents of this information is strictly prohibited. If you are the intended recipient you are h email and/or any attachments to disclose, copy, distribute to a person or entity in which this email was and/or is not specifically addressed to is strictly prohibited. If the named addressee would like to distribute this email and/or any addressee **must** receive proper and acceptable permission from/by Ms. Krista Dandridge-Barnett.

It should be and is clear that if Ms. Krista Dandridge-Barnett should contact and/or be contacted by any named addressee via the phone, any conversation between Ms. Krista Dandridge-Barnett and/or the individual[s] and/or entity phoned **[n]or** broadcast[ed] **[n]or** third-party "listen in" **[[n]or** multi-party "listen in"] at any time.

Any email[s] [and/or attachment[s]] following the original and/or subsequent email from KristaDandridgeBarnett@gmail.com is confidential whether or not the **CONFIDENTIAL DISCLOSURE** is immediate following the communicatio email and/or attachment may be reproduced, distributed, translated, or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or storing in any information storage and retrieval syster

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